



# Indiana Supreme Court Division of State Court Administration

## USER AGREEMENT FOR THE USE OF BULK DATA FROM INDIANA ODYSSEY CASE MANAGEMENT SYSTEM

This Agreement is made and entered into by and between \_\_\_\_\_ and the Division of State Court Administration (hereafter referred to as "Division"):

### RECITALS

WHEREAS, the Division has approved your Bulk Data request pursuant to Administrative Rule 9(F); and

WHEREAS, the Division has the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks; and

WHEREAS, the Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552; and

WHEREAS, \_\_\_\_\_ has entered into the User Agreement for Bulk Distribution of Data with the Division for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provision of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

NOW, IN CONSIDERATION OF THE forgoing representations and covenant hereinafter set forth, the parties agree as follows:

1. **Authority.** The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. **Service and Fees.**
  - A. The Division will provide \_\_\_\_\_ the initial data extract pursuant to the Order.
  - B. The Division will provide a monthly data extract thereafter on or before the tenth of each month.
  - C. The Division will provide an invoice for each extract.
  - D. Upon payment of the invoice, the extracted data will be made available via an SFTP account accessing client specific folders at SFTP.IN.Gov.
  - E. All payments will be made by check and made payable to Division of State Court Administration with a notation indicating the invoice number and that payment is for Odyssey bulk records.
3. **Refreshing data.** Because the status of a case may change from time to time, all purchasers of bulk data must refresh all records with each new extract. This will ensure that cases that have been sealed or restricted since the last download are accurately reflected in the database.
4. **Disclaimer.** Information provided is not to be considered or used as an official court record and may contain errors or omissions. Accuracy of the information is not warranted. Official records of court proceedings may only be obtained directly from the clerk of the

court maintaining a particular record. If the record contains financial data, it may include interest that has accrued or other charges that have become due since the last financial transaction. The Clerk's office can provide current financial information.

5. **Compliance with Law.** Any party whose Bulk Data Agreement has been approved hereby agrees to comply with all federal and state laws that may be applicable to the use, sale, or transmission of the bulk data.
6. **Incorporation by reference.** All terms and conditions of the User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access entered into with the Division of State Court Administration are incorporated into this Agreement. \_\_\_\_\_ agrees to use and disseminate the Odyssey data provided under this agreement in the manner permitted by said User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access.
7. **Effective Date and Commencement of Terms.** This Agreement shall be effective and the terms set forth shall be deemed enforceable upon the signature and approval of all parties.

By: \_\_\_\_\_

David J. Remondini  
Chief Deputy Executive Director  
Division of State Court Administration

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_